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Michael Murphy Tannen, Esq.
Attorneys for Diana Arney

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	
)	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,)	
)	Case No. 18-23538
Debtors.)	(RDD)
)	(Jointly Administered)
)	
)	

AFFIDAVIT OF DIANA ARNEY

Diana Arney, being duly sworn under oath, states as follows:

1. I have personal knowledge of the facts contained in this affidavit and could competently testify thereto if called as a witness. I am above the age of 18. I am the named plaintiff in a lawsuit originally filed in the Circuit Court of Cook County, Illinois, and captioned as “Arney v. Electrolux Home Products, Inc., et al.” Case No. 20 L 12403.

2. On January 7, 2020, I was severely injured in a fire at my home when a clothes dryer caught fire at 325 Joe Orr Road in Chicago Heights, Illinois.

3. On January 7, 2020, I lived with my daughter Angela Arney.

4. The dryer in my home was sold by Sears Roebuck & Company (“Old Sears”). The dryer in my home bore the Kenmore label, and will be referred to in this affidavit as “the Kenmore Dryer.”

5. In November 2008, my daughter Angela Arney (“Angela”) and my mother Lola Talamonti (“Lola”) lived with me in my home on Joe Orr Road. Lola moved into my house on Joe Orr Road in 1975.

The Choice and Purchase of the Kenmore Dryer

6. I did not shop for or choose the Kenmore Dryer which was installed in my home.

7. Instead, my daughter Deborah Maddox (“Deborah”) and son-in law Adam Henkels (“Adam”) went to a Sears store in late November 2008 and chose the Kenmore Dryer as part of a Black Friday sales promotion. Deborah and Adam called my home from their car to discuss the features and price of the Kenmore Dryer they had found. Deborah and Adam spoke with my sister Angela and my mother Lola about the features and price of the Kenmore Dryer.

8. I did not pay for the Kenmore Dryer which was purchased from Old Sears in late November 2008. My mother Lola paid for the Kenmore Dryer with her credit card. My mother had paid for all the appliances which were purchased from Old Sears for my home on Joe Orr Road.

9. I had no contact at all with Old Sears about the Kenmore Dryer prior to my mother Lola’s purchase of the Kenmore Dryer in November 2008.

10. Since I did not choose or pay for the Kenmore Dryer, I did not enter into a contract or transaction with Old Sears for the purchase of the Kenmore Dryer.

The Use of the Kenmore Dryer between Installation and the Fire in January 2020

11. Between the time when the Kenmore Dryer was installed in my home in late 2008 and the date of the fire in January 2020, I occasionally used the Kenmore Dryer. I used, came in contact with, and was exposed to the Kenmore Dryer during this time period.

12. However, prior to the fire in January 2020, I had not been injured by my use of, exposure to, or contact with the Kenmore Dryer.

13. When the Kenmore Dryer was installed in my home and thereafter, I did not think that the Kenmore Dryer would ignite, burn my house down, and severely injure me.

14. After the Kenmore Dryer was installed in my home in late 2008 and before the fire in January 2020, neither Old Sears nor Electrolux ever advised me that the Kenmore Dryer was unreasonably dangerous or defective.

15. Specifically, after the Kenmore Dryer was installed in my home in late 2008 and before the fire in January 2020, neither Old Sears nor Electrolux ever advised me that the Kenmore Dryer was defective and negligently designed such that lint would accumulate in the unseen nooks and crannies, ignite, and cause a fire.

16. After the Kenmore Dryer was installed in my home in late 2008 and before the fire in January 2020, I did not receive any service alerts from Old Sears or Electrolux about how the Kenmore Dryer had a propensity or potential to start a fire due to the accumulation of lint in the dryer's nooks and crannies.

Roberts Nationwide Class Action Settlement

17. Before the fire in January 2020, I did not know that a nationwide class action lawsuit, "the *Roberts* Class Action," had been filed in federal court in California in 2012 against Electrolux alleging that clothes dryers which Electrolux had manufactured could ignite because of lint accumulation. I did not know that the Kenmore Dryer in my home was one of the brands alleged in the *Roberts* Class Action to be defective.

18. I did not receive any mailing in the *Roberts* Class Action that the case had been settled and that I was entitled to relief.

19. I did not receive any mailing which included a claims form in the *Roberts* Class Action that I was entitled to relief.

20. Prior to fire in my home in January 2020, I did not receive by mail any safety notice in the *Roberts* Class Action from Electrolux, Old Sears or anyone else advising me that lint could accumulate behind the drum of the Kenmore Dryer in my home and start a fire. Nor did I receive any notice from Electrolux, Old Sears, or anyone else that the Kenmore Dryer in my home should be cleaned by an authorized service professional every eighteen months.

21. Prior to the fire in my home in January 2020, I did not receive by mail any notice in the *Roberts* Class Action that advised me that I was entitled to a cash rebate of up to \$350.00 to purchase a new dryer manufactured by Electrolux.

22. Prior to the fire in my home in January 2020, I did not receive a mailing from Electrolux, Old Sears or anyone else which included an offer for a free dryer cleaning service from an authorized service technician, courtesy of Electrolux.

Old Sears's Bankruptcy Proceedings

23. Old Sears did not provide me with actual notice or list me as a creditor when it filed for Chapter 11 bankruptcy protection in October 2018 in New York. I did not receive any mailing at my home notifying me that Old Sears had filed for bankruptcy.

24. Prior to the fire in my home in January 2020, I did know that Old Sears had filed for bankruptcy protection in New York in October 2018.

25. Because I had not been injured as of the time when Old Sears filed for bankruptcy in October 2018, I would not have made any connection between Old Sears's filing of bankruptcy in October 2018 on the one hand and on the other hand the possibility that the Kenmore Dryer was Defective and might ignite.

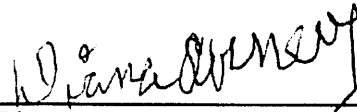
26. After Old Sears filed for bankruptcy in October 2018, Old Sears did not provide me with any mailing that there was a deadline for creditors to file proofs of claim in the bankruptcy proceeding. I did not receive any mailing about such a deadline.

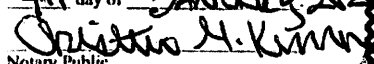
27. After Old Sears filed for bankruptcy in October 2018, Old Sears did not provide me with any mailing that it had sold its assets to Transform Brand SR, LLC ("New Sears"). I did not receive any mailing from anyone with respect to this sale of assets.

28. After Old Sears filed for bankruptcy in October 2018, I did not receive any mailing that there was a hearing in New York to approve the Old Sears's sale of its assets to New Sears. I did not receive a mailing advising me that I could object to the sale of assets.

29. When Old Sears filed for bankruptcy in October 2018 and when the court approved the sale of Old Sears's assets to New Sears in February 2019, I had not yet been injured by the dryer fire in my home in January 2020.

FURTHER AFFIANT SAYETH NAUGHT


Diana Arney

Subscribed and sworn to me before this
9th day of JANUARY 2022

Christine M. Kinner
Notary Public



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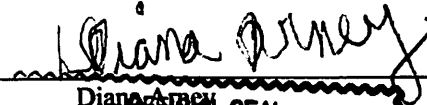
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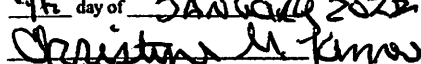
VERIFICATION

Pursuant to 28 U.S.C. § 1746 and under penalties of perjury, I, Diana Arney, certify that I have personal knowledge of the facts and the statements as set forth in this Affidavit are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that I verily believe the same to be true.


Diana Arney

Subscribed and sworn to me before this

4th day of JANUARY 2022


Notary Public

OFFICIAL SEAL
CHRISTINE M KINNERK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/09/24

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